

RG 104, 8KRA-104-84-051
Box 2

Miscellaneous Correspondence
Relating Primarily to Building
Construction Alterations & Inspections,
1935-1937.

Loose - Subject: Price Inquiry

RADIO CORPORATION OF AMERICA

RECEIVED

CAMDEN, NEW JERSEY

JAN 11 1946

RCA VICTOR DIVISION



January 8, 1946

CHIEF CLERK
U. S. MINT AT DENVER

Reply Reference

RPD/GJK/jb • File N.B. 64

U. S. Mint
Treasury Department
Denver 2, Colorado

Attention: Moses E. Smith

Subject: Request dated 1-2-46.

Gentlemen:

This will acknowledge receipt of the subject price inquiry. We appreciate being afforded the opportunity to quote, but wish to advise that this item is discontinued from production and no longer available, therefore, we are not in a position to submit a bid.

Very truly yours,

Paul Atchick
Paul Atchick *per*
Government Orders Section
Replacement Parts Department

INVITATION, BID, AND ACCEPTANCE

(SHORT FORM CONTRACT)

TREASURY DEPARTMENT

DENVER 2, COLORADO

(Address)

UNITED STATES MINT

(Office or station)

JANUARY 2, 1946

(Date)

INVITATION

Sealed bids, in **TRIPPLICATE**, subject to the conditions on the reverse hereof, will be received at this office until **10:00 o'clock A. m., JANUARY 14, 1946**, and then publicly opened for furnishing the following supplies, and/or services, for delivery at **FOB REAR ENTRANCE U. S. MINT, DENVER 2, COLORADO.**

MOSES E. SMITH

SUPERINTENDENT

(Name)

(Title)

ITEM No.	ARTICLES OR SERVICES	QUANTITY	UNIT	AMOUNT	
				Dollars	Cents
1.	MICROPHONE MECHANISM. STOCK #15336	1	EA.		

BID

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within _____ calendar days after receipt of order.

Discounts will be allowed for payment as follows: _____ percent 10 calendar days; _____ percent 20 calendar days; _____ percent 30 calendar days.

Bidder **R. C. A. MFG. CO., INC.**

(Date)
Address **CAMDEN, NEW JERSEY.**

By _____
(Signature of person authorized to sign this bid)

Title _____

ACCEPTANCE BY THE GOVERNMENT

Accepted as to items numbered _____

Name _____

(Date)
Title _____

SUPERINTENDENT

Title _____

CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any

such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

"Eight-Hour Law--Should a contract entered into pursuant to this proposal require or involve the employment of laborers or mechanics in its performance, no laborer or mechanic doing any part of the work contemplated, in the employ of the contractor or subcontractor contracting for any part of said work, shall be required or permitted to work more than eight hours in any one calendar day upon such work. For each violation of this provision a penalty of \$5.00 shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject to the exceptions and provisions of the Act of June 19, 1912, 37 Stat. 137".

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INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.

2. Prices should be stated in units of quantity specified, with packing included.

3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.

4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

5. For further instructions read U. S. Standard Form 22 (Instructions to Bidders).

INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.

2. Although this form meets the requirements of a formal contract (R. S. 3744), if the execution of a formal contract with bond is contemplated U. S. Standard Forms 31 and 32 should be used.

3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on _____ sheets of U. S. Standard Form 36", and use that form also.

4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20

calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.

5. If the contract is likely to involve patent liability, the article on patents as contained in U. S. Standard Form 32 should be used.

6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays—Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U. S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.

INVITATION, BID, AND ACCEPTANCE
(SHORT FORM CONTRACT)

TREASURY DEPARTMENT

DENVER 2, COLORADO

(Department or establishment)

(Address)

UNITED STATES MINT

JANUARY 2, 1946

(Office or station)

(Date)

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MOSES E. SMITH

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SUPERINTENDENT

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Address **CAMDEN, NEW JERSEY.**

(Date)

By

(Signature of person authorized to sign this bid)

Title

ACCEPTANCE BY THE GOVERNMENT

Accepted as to items numbered _____

(Date)

Name

SUPERINTENDENT

(OVER)

CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

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3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any

such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

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Loose - Subject. Price Inquiry

